Morrison, 1 Pet. (U. S. Sup. Ct.) 351. It must be made directly to the creditor. *Wachter* v. *Albee*, 80 Ill. 47. It must not be coupled with words or circumstances indicating an intention not to pay the debt. *Bell* v. *Morrison*, *supra*. Indeed, some cases show a tendency to require positive indications of intention to pay. This is well illustrated by two recent decisions. *Wood* v. *Merrietta*, 71 Pac. Rep. 579 (Kan.) and *Lambert* v. *Doyle*, 43 S. E. Rep. 416 (Ga.). In both cases unqualified acknowledgments of indebtedness unaccompanied by any statements of an intention to pay were held insufficient.

On principle there seems to be no reason why the result of the statute of limitations as applied to debts should differ from that where it is applied to land. Though the statute in terms bars only the remedy, in land cases it is well settled that when the statutory period has run, a good title is conferred on the adverse possessor and the true owner's right is gone. *Inhabitants, etc., in Winthrop* v. *Benson*, 31 Me. 381. Such a theory is in its nature as applicable to debts as to land. Practically it might seem as harsh that a true owner should lose his land, as that a creditor should lose his debt. Yet the results in the cases of real estate have been generally recognized as desirable. It is to be regretted that the law as to debts is settled on opposing lines. In any event the recent cases noted above show a fortunate tendency to limit that doctrine.

THE WABASH STRIKE INJUNCTION. — Whatever the law may have been a few years ago, it is unquestioned to-day that equity has the power to restrain the continuation of violent strikes. The Wabash Railroad injunction, restraining a peaceable strike, however, seems to have been an attempt by the court to impose upon railroad employees restrictions which more properly should have emanated from the legislature. Though the injunction was subsequently dissolved, the questions raised in the preliminary hearing are of such vital importance as to be worthy of comment. Wholly because the employees were employed by a public service company, certain labor leaders were restrained from bringing about a strike. *Wabash R. R. Co.* v. *Hannahan*, 56 Cent. L. J. 201 (decided Mar. 3, 1903, by Dist. Ct., E. D. Mo.).

Such a decision draws a positive distinction between the right of an ordinary laborer and that of a railroad employee to enter upon a peaceful strike. This is hardly justifiable in the present state of the law. It has been universally conceded that every workingman has a right to strike peaceably either alone, or in combination with others, no matter what injury is done thereby to private individuals. Is this right to be lessened when the public at large is injured? Beneath the surface of this question lies a sharp conflict between the individual's right of personal liberty in action and the community's right to continuous adequate service. Despite the undoubted importance of the latter, it must surely be more in consonance with the genius of our institutions that the former should prevail. Though there are several cases which assert that one who offers his services to a railroad impliedly gives up his right to quit when he pleases, it must be remembered that this language was not necessary for the decisions, and was used during the riots of 1894 when less emphatic words would have spelled anarchy. See *Toledo, etc., Ry. Co.* v. *Penn. Co.*, 54 Fed. Rep. 746; *United States* v. *Elliot*, 62 Fed. Rep. 801.

Assuming, however, that such injunctions are bad by common law principles, a further question arises whether the situation has been changed by the Sherman Act prohibiting combinations or conspiracies in restraint of trade or interstate commerce. If railroad employees were engaged in interstate commerce, a concerted strike would undoubtedly fall within the terms of the Act. But they are not so engaged. They are engaged in supplying labor to their employers, and, in theory at least, they are no more in interstate commerce than are the dealers who supply other commodities necessary for the running of a railroad. While it must be acknowledged that a strike tends almost necessarily to impede interstate commerce, such a result is purely incidental. The duty to the public is owed by the employers alone, not by the employees. See *People* v. *N. Y., etc., R. R.*, 28 Hun (N. Y.) 543. Thus it would seem that the Sherman Act cannot reasonably be considered to apply to strikes of such a nature. The law being as it is, the dissolution of the injunction in the principal case can be regarded only with satisfaction.

RECENT CASES.

ADMIRALTY — SALVAGE CLAIM BY OWNER OF OFFENDING VESSEL — LIMITATION OF LIABILITY. — A barge, sunk by fault of a tug, was raised by other vessels belonging to the owners of the tug. The tug-owners took the statutory proceedings to limit their liability to the value of the tug, and then claimed salvage for raising the barge. *Held*, that they are not entitled to salvage. *The Pine Forest*, 119 Fed. Rep. 999 (Dist. Ct., R. I.).

Where such services are rendered by the vessel at fault, no salvage is recoverable. See *The Clarita*, 23 Wall. (U. S. Sup. Ct.) 1, 18. In such cases, the courts apparently personify the vessel as the wrongdoer and hold her disqualified from claiming salvage. See *The Glengaber*, L. R. 3 A. & E. 534. This doctrine is obviously inapplicable where the assistance is rendered by vessels other than the offender. In those cases, therefore, the services could clearly, apart from statutes allowing limitation of liability, be set up in reduction of damages, or, it would seem, optionally by way of cross-action. See *The Glengaber*, *supra*. That the defendant avails himself of such statutes, should not deprive him of these rights. The contrary view plainly discourages such services, and involves the injustice of allowing the injured party to recover the full statutory damages and also to profit by the unremunerated labor of vessels under no legal duty to perform it. Obviously, however, the owners of the offending vessel should not be allowed as salvage a sum greater than their limited liability; for otherwise they would be permitted to make actual profit from their wrong.

BANKRUPTCY — DISSOLUTION OF LIENS — EXECUTION SALE WITHIN FOUR MONTHS. — A judgment was obtained against an insolvent debtor within four months of the filing of the petition in bankruptcy. His property was sold on execution, but before the return day of the writ the petition was filed. *Held*, that under § 67 *f* of the National Bankruptcy Act, the trustee in bankruptcy is entitled to the proceeds of the sale in the sheriff's hands. *Clarke* v. *Larremore*, 23 Sup. Ct. Rep. 363, affirming the decision of the Circuit Court of Appeals, *sub nom. In Re Kenney*, 105 Fed. Rep. 897.

The proceeds of an execution sale in the sheriff's hands before the return day of the writ cannot, according to the weight of authority, be attached as the property of the execution creditor. *Turner* v. *Fendall*, 1 Cranch (U. S. Sup. Ct) 117; but see *Wehle* v. *Conner*, 83 N. Y. 231. Nor is the sheriff generally subject to garnishment in a suit against the creditor. *Marvin* v. *Hawley*, 9 Mo. 378. Until the writ is returned it is not fully executed and the creditor has no absolute claim to the proceeds. See FREEMAN, EXECUTIONS 577. Consequently the decision under discussion seems correct in holding that the right of the execution creditor, under such circumstances, is a lien rendered null and void by § 67 *f*. There have been, however, contrary decisions. *Re Seebold*,